

**SHELBY COUNTY
COMMUNITY SERVICES DIVISION
HEAD START PROGRAM
COOPERATIVE CONTRACT**

This Agreement (hereinafter, the "Agreement") made this ____ day of _____, 2009, by and between **Shelby County Government**, a political subdivision of the State of Tennessee, hereinafter referred to as "County," 160 N. Main Street, Memphis, Tennessee 38103 and **The University of Memphis**, a public university within the Tennessee Board of Regents System, having an office at 406 Ball Hall, Memphis, Tennessee 38152, hereinafter referred to as "University," states conditions and covenants for the administration of a portion of the Head Start Program, hereinafter referred to as "Program" for the County.

WHEREAS, the Shelby County Commission authorized the County Mayor, by Resolution, to receive, expend and subcontract for Federal Health and Human Services ("HHS") grant funds for the continued operation and administration of the Head Start Program; and

WHEREAS, The County is desirous of the University providing the Program services described in this Agreement and the University is desirous of providing such services;

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties agree as follows:

ARTICLE I

Scope of Services

1.1 The University agrees:

- a. Subject to the County's continued payment of amounts due to the University as set forth herein, to use reasonable efforts to provide the services outlined in Exhibit A to this Agreement, titled "University of Memphis Early Childhood Advancement Institute Head Start Centers of Learning Continued Funding", attached hereto and incorporated herein by reference (the "Services").
- b. To administer the Services in accordance with applicable HHS and County Rules, four days a week for a minimum of 140 school days throughout the term of this Agreement with 4-6 home visits per year per family.
- c. To adhere to all applicable Head Start Program Performance Standards, notices and instructions as promulgated by HHS's Administration for Children and Families (ACF), Administration for Children, Youth and Families (ACYF), including but not limited to the Code of Federal Regulations (CFR), Title 45, Parts 1301, 1302, 1303, 1304, 1305, 1306, 1308, 1310, OMB A-110, A-21 and A-133; and appropriate County requirements, all of which are incorporated herein by reference.
- d. To provide an educational program for the pre-school children emphasizing the social, physical, emotional, cognitive and literacy skills appropriate for pre-school age children as specified in 45 CFR 1304.21.

- e. To provide the number of teaching staff as specified in 45 CFR Part 1306.20(d), Subpart B, and as needed to teach and supervise the Program enrolled children. Teachers must possess, at a minimum, a Bachelor Degree in Early Childhood Education or a closely related field. Teacher Assistants must possess at a minimum, an Associate's Degree.
- f. To provide general supervision, staff administration and programming for the Program and to provide the necessary staffing for all service areas.
- g. To provide the developmental screening for all Program enrolled children.
- h. To provide eligibility, recruitment, selection, enrollment and attendance requirements and procedures as specified in 45 CFR Part 1305 to meet the Federal HHS Head Start income guidelines; provide support services to families; and assist them to improve the condition and quality of their lives, as required in conjunction with family and community partnerships in 45 CFR Part 1304.40 and maintain the appropriate documentation as indicated in 1304.41, Subpart C.
- i. To provide the parent involvement services, as specified in 45 CFR Part 1304.40, Subpart C and 1304.50, Subpart D, which includes a parent representative to serve on the Program's Policy Council.
- j. To provide parent activity funds for all parents in accordance with HHS Program Performance Standards and Guidelines as delineated in 45 CFR Part 1304.50 Subpart F.
- k. That consultants and staff possess qualifications as stipulated in 45 CFR Part 1304.52 (b-f) or as approved by the County. Failure to follow these procedures will result in the disallowance by the County for personnel costs and any other costs for those persons not in compliance.
- l. At a minimum, to perform annual performance reviews of each Program staff member, inclusive of the Program Director, and use the results of these reviews to identify staff training and professional development needs as necessary, and assist each staff member in improving his or her skills and professional competencies.
- m. That classroom staff eat lunch with the children daily, and broaden their food experience, including supporting their development and socialization during meal services.
- n. To meet and maintain full enrollment within the first 30 days of school, provided that during the start-up year, the University shall be provided 90 days from the date the staff is fully hired, or such other date approved by the County, to meet the full enrollment requirement.
- o. To enroll and maintain at least 10 percent of the total enrollment with children who have disabilities and provide disability services as specified in 45 CFR Part 1308.

- p. That all staff paid any portion of their salaries by Head Start funds attend the annual Pre-Service Training and in-service staff training programs developed by the Program and mandated by CFR 1304.52 K (1-3) and 1306.23. Staff hired after the annual Pre-Service Training will receive in-service staff training programs.
- q. To submit any such reports to the County as may be required by the County and HHS directives by the specified dates provided to the University at a minimum of ninety (90) days in advance, except that the University will use its best efforts to comply with specific directives of HHS requested within a shorter advance notice period.
- r. To prepare, retain and permit the County to inspect all records, as required by HHS directives, in the manner authorized as the County deems necessary for grant purposes.
- s. To permit the County's staff to monitor and evaluate the University's activities, including, but not limited to, scheduled and impromptu site visits and observations of the Program's staff.
- t. To provide follow-up and documentation of unexcused absences of enrolled children within three days of the first absence. On the fourth day, after it has been confirmed that the child is not returning, immediate steps must be taken to fill the slot with a new or transfer child unless a reasonable explanation exists to continue the child in the program or a vacancy occurs 60 days prior to the Program enrollment deadline for the year.
- u. To provide, by the fifth working day of each month, monthly status reports on: Education; Fiscal; Parent Involvement; ERSEA; Health; Social Services; Nutrition; Disability Services; Mental Health; the enrollment and attendance of children and their families in the Program; and to forward copies of such reports to the Shelby County Head Start Administrative Office 1991 Corporate Avenue, Suite 600, Memphis, TN 38132. The County will specify the report data and format in writing.
- v. That Program plans, recruitment, selection and enrollment criteria are approved annually by the Program's Policy Council and the County.
- w. To provide non-federal resources, either in cash or in-kind, an amount equivalent to nineteen percent (19%) of the total amount specified in Section 1.2(b) of this Agreement.
- x. To furnish the County a monthly line-item budget summary which shall include a detailed segregation of all Program and administrative costs; current month's expenses; year-to-date expenses and available balance. The University shall provide copies of all contracts, agreements, purchase orders, and invoices for the current program year, which shall include, but not be limited to, leases for real and personal property and services to the County attached to requests for reimbursement for review and approval.
- y. In the event of termination of the Agreement pursuant to Articles XI and XII, to transfer the University's activities, records and any assets purchased with funds under

this Agreement to another entity satisfactory to the County, or to the County, at the County's sole discretion. University personnel records and intellectual properties, including curriculum and professional development programs and documents developed by the University, shall remain the property of the University and are excluded for transfer.

- z. To obtain County and Policy Council approvals prior to making any line item budget adjustments over 10 percent per line item.
- aa. That all families enrolled in the University's Head Start Program reside inside Shelby County and meet the enrollment and selection criteria.
- bb. To make all expenditures in accordance with OMB A-110 & A-21, 45 CFR Part 74 and County directives as provided to the University.
- cc. To provide grant activity schedules to the County annually to coordinate the County's audit schedule.
- dd. To maintain Program enrolled children in separate classrooms from non-Head Start children. The maximum class sizes are as follows: Majority three year olds is 17 and majority 4 year olds is 20.
- ee. Implementation of all systems in accordance to 45 CFR Part 1304.51-1304-53 or as authorized by the County.
- ff. To prepare and submit grant applications for financial assistance according to County instructions.
- gg. To submit annual work plans to the County on the specified date.
- hh. To comply with the State of Tennessee's law regarding reporting of suspected child abuse and neglect.
- ii. To track administrative costs separately and not exceed the HHS 15% limitation.
- jj. To obtain prior written approval of the County to purchase any item with a unit cost of \$5,000 or more.
- kk. To obtain prior written County approval for the use of all consultants with costs in excess of \$2,000 or more.
- ll. That no County funds are utilized for lobbying or political purposes.
- mm. To provide a smoke free environment at all locations for staff and clients.
- nn. That approvals are obtained from the Policy Council and the County before any major changes to the Services are made.

- oo. That approvals are obtained from the Policy Council and the County before enrollment is reduced at any location where Program Services are provided.
- pp. To maintain at least 85% average daily attendance adhering to compliance with Federal Performance Standard 1305.8. Justification must be provided if attendance falls below the required 85% ADA standard. Procedures must address the family support provided by staff prior to dropping from the program and deeming slot as a vacancy.
- qq. To meet all staff credentialing requirements of Head Start, including the Ready, Set, Grow Criteria, to achieve a “3-star” rating under Head Start requirements, and to meet all Head Start mandates regarding college degrees held by University’s staff.
- rr. To provide professional development opportunities for the educational staff and coordinate the training opportunities with the County. See “University of Memphis Early Childhood Advancement Institute Head Start Centers of Learning Continued Funding” (Exhibit A), Section III, “Comprehensive, Integrated Professional Development for all Head Start Teachers, Coordinators, and Administrators in Shelby County.”
- ss. To submit monthly invoices to County for reimbursement.

1.2 The County agrees:

- a. To monitor, evaluate and provide guidance to the University as it performs its obligations under this Agreement.
- b. To reimburse the University, within 30 days of the request, subject to availability of federal funds and pursuant to the HHS grant. The total reimbursement amount shall not exceed a maximum of SIX HUNDRED THIRTY ONE THOUSAND THREE HUNDRED EIGHTY TWO DOLLARS AND ZERO CENTS (\$631,382.00). Reimbursement is strictly contingent upon the University’s substantial compliance with the scope of Services described in Section 1.1 of this Agreement or as approved by the County.
- c. To audit the itemized statements submitted by the University pursuant to Section 1.1(x), verify the expenditures and documentation, and submit to the County’s Finance Department a request for payment to the University.
- d. To provide staff to coordinate services and technical assistance to the University’s Service Delivery Staff.
- e. To provide, through the Shelby County Head Start office, the Early Childhood Development and Health Services, as specified in 45 CFR 1304.20 (a-f), 1304.21 (a-c), 1304.22 (a-f), 1304.23 (a-e) and 1304.24 (a)(1-3) including immunizations, medical exams, dental and appropriate follow-up care for all Program enrolled children.

ARTICLE II

Term of Agreement

- 2.1 Effective Term. Both parties agree that the effective term of this Agreement shall be from January 1, 2009, to December 31, 2009.

ARTICLE III

Budget Summary

- 3.1 Budget Summary. The University agrees that all expenditures or costs shall be made in accordance with the Budget set out in Exhibit B. Notwithstanding, University's authorization to incur expenses under this Agreement is expressly conditional upon approval of this Agreement by the County's Board of Commissioners and the issuance of a purchase order by the County.
- 3.2 Subject to Funding. This Agreement is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Agreement are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Agreement will be terminated. In the event of such termination, the University shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

ARTICLE IV

LIABILITIES AND CLAIMS

- 4.1 Liability by the University. Any and all claims against the State of Tennessee, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against the State of Tennessee shall be limited to claims paid by the Board of Claims or the Claims Commission pursuant to Tennessee law.

ARTICLE V

Insurance

- 5.1 Insurance. Except as otherwise required by law, the University is self-insured through the State of Tennessee for any and all its obligations under this Agreement.
- 5.2 Minimum Insurance Requirements. The University shall furnish Worker's Compensation Insurance for all employees of the University as required by Tennessee statute.

ARTICLE VI

Proof of Licensure and Certification and Background Screening; Personnel

- 6.1 **Proof of Licensure and Certification.** If the University is required by the State of Tennessee or Shelby County to be licensed or certified to provide the Services or operate the facilities outlined in the scope of Services, the University shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include, but are not limited to, childcare, day care, nursing homes, and boarding homes. If the University fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within ninety (90) days of execution of this Agreement may result in termination of this Agreement.
- 6.2 **Background Screening.** In accordance with Tennessee State Statutes, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency may work in direct contact with children. If the University fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening was initiated and satisfactory.
- 6.3 **Personnel.** The University represents that it has, or will secure at its own expense, all necessary personnel required to perform the Scope of Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. The University must comply with provision 45 CFR Part 1305 or as approved by the County. The scope of Services required herein under shall be performed by the University or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The University represents that the scope of Services shall be performed by skilled and competent personnel to the highest professional standards in the field, pursuant to Federal, State and local regulations.
- 6.4 **Prohibited Activities.** University is prohibited from using funds provided herein or personnel employed in the administration of the Program for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

ARTICLE VII

Conflict of Interest

- 7.1 **Conflict of Interest.** The University represents that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its Services. The University represents that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the University in connection with any work contemplated or performed relative to this Agreement.

ARTICLE VIII

Civil Rights

- 8.1 **No Discrimination.** The University represents that all of its employees are selected and treated equally during employment without regard to race, color, religion, disability, sex, age or national origin, ancestry, marital status or sexual orientation.
- 8.2 **Civil Rights. Title VI and VII – Civil Rights Act of 1964.** The County and University shall comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Sections 503/504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11,246, and 38 USC Section 4212, along with the related regulations and reporting requirements of each. Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the University agrees to take affirmative action so that applicants are employed and that employees are treated during their employment without regard to their race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam Era veteran. Such actions include, but are not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or terminations, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE IX

Notices

- 9.1 **Notices.** It is understood and agreed between the parties that written notice addressed to the County and University and mailed or delivered to the addresses set forth in Section 16.19 shall constitute sufficient notice to either party.

ARTICLE X

Autonomy and Academic Freedom

- 10.1 **Autonomy.** Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the University is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the University's agents and employees are not agents or employees of the County.
- 10.2 **Academic Freedom.** In the exercise of the rights of academic freedom of an educational institution and its faculty, University shall have the right to present at symposia, national or regional professional meetings, and to publish in scientific or other journals, the activities and results of Services provided by this Agreement. University shall have sole and exclusive ownership rights to any intellectual property (including but not limited to copyrights and/or inventions of a product, device, curriculum, process, or method, whether patentable or unpatentable) arising from Services and produced by University. Notwithstanding, University understands and acknowledges and will protect the privacy

rights of any enrolled children and their families in the exercise of it rights to academic freedom.

ARTICLE XI

Breach of Agreement

- 11.1 **Breach by the University.** A breach by the University shall have occurred under this Agreement if: (1) the University fails to provide the services outlined in the scope of Services within the effective term of this Agreement; (2) the University improperly uses the governmental funds allocated under this Agreement; (3) the University does not maintain the minimum insurance coverage required by this Agreement; (4) the University does not furnish proof of licensure and certification required by this Agreement; (5) the University fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the University does not submit or submits incomplete or incorrect required reports; (7) the University refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the University's Program; (8) the University discriminates under any of the laws outlined in Section VIII of this Agreement; (9) the University falsifies or violates the provisions of the Drug Free Workplace Affidavit; (10) the University attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (11) the University fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (12) the University fails or refuses to return all items of capital improvement; (13) the University fails to reach full enrollment within the guidelines of this Agreement, pursuant to Section 1.1, n.; or (14) the University fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 11.2 **Breach by the County.** A breach by the County shall have occurred if: (1) the County defaults in any of its obligations under this Agreement; or (2) the County fails to pay for the Services in accordance with the requirements of this Agreement.
- 11.3 **Excusable Delays.** Neither party shall be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond their control or its subcontractors and without fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the University's request, the County shall consider the facts and extent of any failure to perform the Services and, if the University's failure to perform was without it or its subcontractor's fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate or stop any or all of the Services at any time.
- 11.4 **Right to Terminate.** In the event that either party shall be in default of any of its obligations under this Agreement and shall fail to remedy such default within thirty (30) days after receipt of written notice thereof, the party not in default shall have the option

of canceling this Agreement by giving thirty (30) days written notice of termination to the other party.

- 11.5 County Remedies. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the University with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the University under this Agreement. In addition to the right to terminate, the County may:

Suspend payment in whole or in part under this Agreement by providing written notice to the University of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the University as condition precedent to resumption of payments and shall specify a reasonable date for compliance.

Seek enforcement of this Agreement, including, but not limited to, filing an action with a Court of appropriate jurisdiction.

- a. Bar the University from future County contracting for other Head Start programs.
 - b. If, for any reason, the University attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, bar the University from contracting with the County for up to five (5) years.
 - c. If the University does not reach full enrollment within the first 30 days of the school year, provided that during the start-up year, the University shall be provided 90 days from the date the staff is fully hired, or such other date approved by the County, to meet the full enrollment requirement, unless the justification has been proven to be beyond the University's control, decrease the number of contracted Head Start Program Children slots. In such event, the University and County shall meet, review and agree upon the appropriate reduction in the budget.
 - d. Pursue any other remedy available at law or equity.
- 11.6 Authority to Terminate. The County Mayor is authorized to terminate this Agreement on behalf of the County.
- 11.7 Damages Sustained by the County. Notwithstanding the above, the University shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach.
- 11.8 University Remedies. In addition to University's right to terminate pursuant to Section 11.4, University may pursue any other remedy available at law or equity. County's payment and University's acceptance of any late payments under this Agreement shall not negate or waive the right of University to any other remedy, legal or equitable, to which University may be entitled because of the delinquency of the payment.

ARTICLE XII

Termination for Convenience

- 12.1 The County and University may terminate the Agreement for convenience upon thirty (30) days written notice by the County or its authorized agent to the University or by University to County. However, each party agrees to cooperate and establish a longer date for termination if necessary and reasonable to accommodate the transfer of the enrolled children, if such termination for convenience occurs more than thirty (30) days before the end of the Program's school year.
- 12.2 The County and University may terminate the Agreement for convenience upon less than thirty (30) days notice, but only upon grounds that facilities have been rendered unusable, the designated personnel are not available, an act of God, lack of approved funding, or other circumstances that occur outside the control of the County or the University.
- 12.3 In the event of such termination, the University shall be entitled to receive just and equitable compensation for any satisfactory work performed under the scope of Services as of the termination date; however, the University shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- 12.4 All Services accomplished by the University prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for Services rendered. All curriculum and professional development documents and relevant research developed by the University remain the property of the University.
- 12.5 Notwithstanding the above, the University shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the University.

ARTICLE XIII

Prohibited Use of Funds

- 13.1 Adverse Actions or Proceedings. The University shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The University shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.
- 13.2 Religious Purposes. County funds shall not be used for religious purposes.
- 13.3 Commingling of Funds. The University shall not commingle funds provided under this Agreement with funds received from any other funding source. The University must be able to identify Head Start funds (receipts and disbursements) either by separate general ledger accounts or by a subsidiary ledger that is reconciled to the bank account.

ARTICLE XIV

Inventory

- 14.1 **Inventory-Capital Equipment and Real Property.** All capital items acquired for the scope of Services by the University with funds allocated under this Agreement shall be considered County fixed assets and shall be inventoried as County property. A capital item shall be an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of \$500.00 or more. All computer equipment regardless of cost shall be considered County fixed assets and shall be inventoried as County property. The University shall open for inspection and verification any and all locations containing items purchased under Section 14.1 of this Agreement.
- 14.2 **Return of Equipment.** At the termination of this Agreement, unless otherwise provided for, the University agrees to return all items of capital equipment to Shelby County. The County may, in its discretion, allow the University to retain possession of capital equipment after the expiration of this Agreement as long as the University continues to provide the Service described in the scope of Services or another service that the County determines to be of value. If the University disbands, becomes defunct or in any way ceases to exist or if the University ceases to provide the Services described in the scope of Services or another service of value, the County shall reclaim the items of capital equipment.
- 14.3 **Inventory Control System.** The University shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory on all capital items purchased with County funds on forms provided by the County or on forms mutually agreed upon by the County and the University. This will include listing on a property record by description, model, serial number, and date of acquisition and cost. Such property shall be inventoried annually, and an inventory report shall be submitted to the County twice yearly (January and July). Records for capital items shall be retained for three (3) years after its disposition.

ARTICLE XV

Records, Reports, Audits, Monitoring and Review

- 15.1 **Office of Shelby County Finance and Administration.** The University understands that it may be subject to an audit, random or otherwise, by the County's Office of Finance and Administration or an independent private Certified Public Accountant retained by the Office of Finance and Administration.
- 15.2 **Independent Certified Public Accountant Reviews.** Pursuant to Shelby County Administrative Order, the University is aware that the County has the right to retain the services of an independent private Certified Public Accountant (hereinafter "Accountant"), whenever the County deems it appropriate to do so. Upon written notice from the County, the University, or any of its contractors or consultants performing any portion of the Services,

shall make available to the Accountant retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying. The County shall be responsible for the payment of these accounting services and under no circumstances shall the University's budget and any changes thereto approved by the County be inclusive of any charges relating to these accounting services. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigation of the operations, activities and performance of the University in connection with this Agreement. The terms of this Section shall not impose any liability on the County by the University or any third party.

- 15.3 Client Records. The University shall maintain a separate individual case file for each enrolled child and family served. This case file shall include all pertinent information regarding case activity. At a minimum, the case file will contain referral and intake information, treatment plans, and case notes documenting the dates Services were provided and the kind of Service provided. These files shall be subject to the audit and inspection requirements under Article XV, Sections 15.3 and 15.5 of this Agreement.
- 15.4 Accounting Records. The University shall keep accounting records that conform to generally accepted accounting principles. The University will retain all such records for not fewer than three (3) years from the submission to the County of the final Financial Status Report (SF-269) for the contract period. The final SF 269 is due to the County the last working day of February, annually.
- 15.5 Financial Audit. The University must have an annual certified public accountant's opinion and related financial statements, as required by the Federal OMB Circular A-133 (for non-profit organizations). The University agrees to provide these documents for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later. All audit findings concerning this Agreement must have a corrective action plan prepared with dates of implementation and status on all findings, which must be forwarded to the County. If this is not submitted to the County, funds may be withheld until the requirements are met. Repeat findings may cause termination of funding.
- 15.6 Access to Records: Audit. The University understands that it may be subject to an audit. The University shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The University agrees to provide such assistance as may be necessary to facilitate their review of audit by the County for compliance with applicable accounting and financial standards.
- 15.7 Progress Reports. The University shall furnish the County with written quarterly progress reports on the achievement of its goals as outlined in the scope of Services. The reports shall explain the University's progress including comparisons of actual versus planned progress for that quarterly period. The data should be quantified when appropriate. Said reports are due by the 25th day of the month following the end of each quarter. A final report shall be due thirty (30) days after the termination of this Agreement.
- 15.8 Monitoring: Management Evaluation and Performance Review. The University agrees to permit County personnel to monitor, review and evaluate the program that is the subject of this Agreement. The County shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The University shall permit the County to

conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the University and the University will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Agreement. County and the HHS shall conduct one or more formal management evaluation and performance reviews of the University within the Agreement period. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

- 15.9 Disclosure and Ownership of Documents. The University shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by University and for the County under this Agreement. Subject to the provisions of Section 10.2, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the University and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County. All curriculum and professional development documents developed by the University and relevant research remain the property of the University.

ARTICLE XVI

Miscellaneous

- 16.1 Publicity. It is understood and agreed between the parties hereto that this Agreement is funded by Shelby County Government. Further, by the acceptance of these funds, the University agrees that events funded by this Agreement shall recognize the County as a funding source. The University understands that all publicity, public relations, advertisements and signs recognize the County for the support of all contracted activities and have prior approval of the County. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationary. All signs to be posted that relate to the County activities must have prior approval and must meet the standard specifications as established by the County. The use of the official County logo is permissible with prior approval of the County. The University understands that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source. The use by County of University's name, insignia, symbol(s) or logotypes associated with University or any variants thereof in advertising, publicity, or other promotional activities is expressly prohibited without the consent of University's Legal and Marketing Departments.
- 16.2 Sub-Contracts. The parties agree that no assignment or sub-contract will be made or let in connection with this Agreement without the prior written approval of the County, which shall not be unreasonably withheld, and that all sub-contractors or assignees shall be governed by the terms and conditions of this Agreement.

- 16.3 Subcontractors and Supplies. If this Agreement involves the expenditure of \$50,000.00 or more by the University and the University intends to use subcontractors to provide the services listed in the scope of Services (Section 1.1) or suppliers to supply the materials, the University shall provide the names of the subcontractors and suppliers. RFPs and/or bids must be obtained on contracts in excess of \$50,000.00. The University agrees that it will not change or substitute subcontractors or suppliers from those listed in Exhibit A without the prior written approval of the County.
- 16.4 Agreement Guidelines. The University agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated herein by reference or fully set forth herein. This Agreement is made in the State of Tennessee and shall be governed according to the laws of the State of Tennessee. Proper venue for this Agreement shall be Shelby County, Tennessee.
- 16.5 Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to amount payable and effective term shall only be valid when they have been reduced to writings, duly approved and signed by both parties and attached to the original of this Agreement.
- 16.6 Renewal. This Agreement may be renewed for additional one-year periods, subject to mutual written consent of the duly authorized representatives of the County and University.
- 16.7 Payment Procedures. The County agrees to pay the University for Services rendered under this Agreement based on the payment provisions specified in Section 1.2 (c) of this Agreement. Payments under the terms of this Agreement shall be made by check payable to:
- Name on check: The University of Memphis
Administration Building, Room 265
P.O. Box 1000, Dept 313
Memphis, Tennessee 38148-0313
Tax ID #: 62-0648618
- 16.8 No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder.
- 16.9 Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.
- 16.10 Entire Agreement. This Agreement with its exhibits contain all the terms and conditions agreed upon by the parties and constitutes the entire understanding between the parties for the use of University's Services and the County's obligations, and all other prior negotiations, representations, and understandings are superseded hereby. Neither party was induced to enter into this Agreement by any statements or representations not contained in this Agreement. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

- 16.11 Severability. If any provision of this Agreement is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Agreement shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
- 16.12 Labor Standards. University shall comply with the (1) Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-grants for construction or repair); (2) Davis-Bacon Act 40 U.S.C. 276a to a-7 as supplemented by the Department of Labor regulations CFR Part 5) (Construction contracts in excess of \$2,000 awarded by grantees and sub-grantees when required by Federal grant program legislation); and Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 - 330) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts awarded by grantees and sub-grantees in excess of \$2,000, which involve the employment of mechanics or laborers).
- 16.13 Compliance with Laws. University shall comply with all applicable standards, orders, or requirements issued by Federal law insofar as those acts apply to the performance of this Agreement. The University is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations including, but not limited to, those Acts cited in Section 16.12 of this Agreement in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- 16.14 No Warranties. University makes no warranties, express or implied, concerning the results of the Services provided hereunder or of the merchantability or fitness for a particular purpose of such Services. University shall not be liable for any direct, consequential, or other damages suffered by County or any other party as a result of the conduct of the Services. No warranties, if any, made by the County in connection with the Services shall directly or indirectly by implication obligate in any way University, the Tennessee Board of Regents, the State of Tennessee, or their officers or employees. Neither party has made any warranty not expressly provided in this Agreement.
- 16.15 Arrears. The University shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The University further represents that it has no obligation of indebtedness that would impair its ability to fulfill the terms of this Agreement.
- 16.16 Independent Contractor. The University is, and shall be, in the performance of all work Services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or Services performed pursuant to the Agreement shall at all times, and in all places, be subject

to the University's sole direction, supervision, and control. The University shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the University's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

16.17 No Authority. Except as otherwise provided in this Agreement, neither party shall have any authority, nor shall either party represent that it has authority, to assume or create any obligation, express or implied, on behalf of the other party. This Agreement shall not be construed as creating a partnership, joint venture or employment relationship between the parties or as creating any other form of legal association that would impose liability on one party for the act or failure to act of the other party.

16.18 Contingency Fees. The University represents that it has not employed or retained any company or person other than a bona fide employee working solely for the University, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the University any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

16.19 Notice. All notices required in this Agreement shall be sent by certified mail or courier service, return receipt requested, and shall be mailed to:

	Program Matters	Fiscal Matters
If to County:	John Lovelace Executive Director Shelby County Head Start Program 1991 Corporate Ave. Ste 600 Memphis, TN 38132 (901) 922-0700	Ernest Johnson Fiscal Manager Shelby County Head Start Central Office 1991 Corporate Ave. Ste. 600 Memphis, TN 38132 (901) 922-0741
If to University:	Dr. Deborah A. Moberly Inst. & Curriculum Leadership The University of Memphis 406 Ball Hall Memphis, TN 38152 (901) 678-5749	Mable Dixon Research Support Services The University of Memphis 315 Administration Bldg. Memphis, TN 38152 (901) 678-4146
With a copy to:	Shelby County Government Contracts Administration 160 N. Main Street, Suite 550 Memphis, TN 38103 Attn: Contracts Administrator	Linda Heide Grants and Contracts Accounting The University of Memphis 265 Administration Bldg. Memphis, TN 38152 (901) 678-4769

- 16.20 Jurisdiction. This Agreement will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Agreement the University agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
- 16.21 Assignment. Neither part shall assign their rights or obligations under this Agreement without the prior written consent of the other party.
- 16.22 Amendment. This Agreement may be modified or amended, only if the amendment is made in writing and is signed by both parties.
- 16.23 Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Agreement, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Agreement or of such document. No delay or failure to enforce any provision in this Agreement or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Agreement or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
- 16.24 Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- 16.25 Effective Agreement and Consents. This Agreement shall not be effective until approved by (1) in the case of the University, the University's President or her official designee, or (2) in the case of the County, the Mayor and the Shelby County Board of Commissioners. Whenever the consent or approval of the University is required or permitted hereunder, such consent or approval must be given by University's President, her official designee, or the University's Vice Provost for Research. Whenever the consent of the County is required or permitted hereunder, such consent or approval must be given by the Executive Director of Head Start.
- 16.26 County and HHS Directives. Wherever the University is required to comply with any County or HHS directives pursuant to this Agreement, the County shall provide the University sufficient notice of such directives within a reasonable period of time to allow compliance by the University.

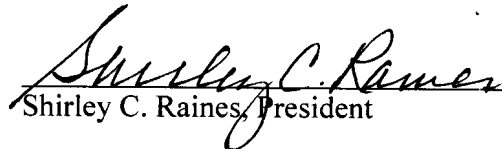
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor

Date

THE UNIVERSITY OF MEMPHIS



Shirley C. Raines, President



Date

DIVISION OF COMMUNITY SERVICES

Dottie Jones, Director

Date

**APPROVED AS TO FORM
AND LEGALITY**

Assistant Agreement Administrator/
Assistant County Attorney

EXHIBIT A

University of Memphis Early Childhood
Advancement Institute
Head Start Centers of Learning
Continued Funding

2009

I. Proposal for Continuation of Services

A. This proposal is for continuation of services for The University of Memphis Head Start Centers of Learning for the 2009 calendar year.

The Head Start Centers of Learning provides centers of excellence for the professional development of all Head Start teachers and administrators in Shelby County. Also, the Centers of Learning provide center-based, comprehensive services for 40 children who are found to be eligible for Head Start services. Our two classrooms are at the Barbara K. Lipman Center and True Light Baptist Church on Stage Road. Also at the True Light site is a Family Literacy Center. Regarded as Laboratory Schools, we have designed an extensive professional development process for teachers and administrators that are based upon research and successful training models.

In July 2006, the University of Memphis was awarded a contract for start-up and for services for an eighteen month period. During that time, all staff was hired, and materials and equipment for classrooms were purchased. Classes at both sites began in January 2007 and continued until May 31, 2007. Classes have maintained full enrollment through the 2007-2008 year. The Family Literacy was established in August 2008 and continues to provide resources and activities for families. All program components will be fully described in this document.

B. College of Education

The U of M Head Start Centers of Learning operates within the College of Education (CoE). CoE has a demonstrated track record for obtaining external grant funding for a variety of projects. External funding from sponsored projects awarded to the U of M CoE was \$14 million for 2007. The College has applied its fundraising capabilities to seek outside funding to support and enhance resources for the Head Start Centers of Learning. On November 8, 2007 the Head Start Centers of Learning was awarded \$25,300 for resources and materials for the Family Literacy Center (at the True Light site) by the Scan Source Charitable Foundation.

C. Experience in Providing Professional Development & Services

The University of Memphis College of Education possesses a unique level and scope of experience to support Shelby County Government in enhancing and maintaining a highly effective workforce in all Head Start programs located in Shelby County. The preparation of professionals to work with young children was at the heart of The University of Memphis when it was founded as the West Tennessee State Normal School in 1912. The early childhood teacher education program was one of the first in Tennessee and remains a strong component of the college to this day. The early childhood program is the second largest teacher licensure program in the University and is staffed by faculty with

strong national and international reputations for scholarship and professional service. It is focused on helping teaching professionals meet the educational needs of young children and families in an urban environment with high levels of poverty and other complex social challenges.

II. The University of Memphis leverages its research, experience, and resources to provide an integrated turnkey childcare, professional development and quality control resource for all Head Start programs in Shelby County.

The program draws on University faculty and resources from early childhood education, special education, and school psychology, as well as various other disciplines offered by the University.

A. The Head Start Centers of Learning

The Head Start Centers of Learning established demonstration and teaching sites to serve a total of 40 children. One site is located inside The Barbara K. Lipman Research School serving 20 children. The other site is located inside The True Light Baptist Church childcare center, The Heritage Place, serving 20 children. Both classrooms serve children Mondays – Thursdays 8:00am – 3:30pm and Fridays consist of staff planning time, staff development, and home visits. Teachers exceed the minimum Head Start Performance Standards of two home visits per family by conducting six home visits per school year.

The purpose is to provide developmentally appropriate programs for children ages three to five years of age, to demonstrate best practices for Head Start teachers as well as students preparing for careers working with preschoolers, to facilitate research opportunities, and to model educational leadership to the larger community.

These sites provide unique opportunities for training in an interdisciplinary approach to the development of young children, strengthening the University experience, and providing a pipeline of uniquely qualified staff to Head Start programs throughout Shelby County. In addition, existing Head Start teachers and service coordinators will have opportunities for clinical practicum experiences at both sites.

Both sites have a teacher and assistant teacher. At the True Light site there is a translator working on a limited basis to assist Hispanic/Latino families and children. Each teacher has at least a Bachelor Degree in Early Childhood Education or a related field with experience working with preschool children. Each assistant teacher has at least an Associate Degree in Early Childhood Education or related field with experience working with preschool or younger children.

1. The University of Memphis Head Start Centers of Learning Lipman Site

The Lipman site is located on The University of Memphis Campus inside the Barbara K. Lipman School. It serves 20 children. Approximately ninety percent of the enrollment is children of students and/or staff of The University of Memphis who meet Head Start enrollment requirements. The other ten percent are children from the surrounding zip codes.

2. The University of Memphis Head Start Centers of Learning True Light Site

True Light Baptist provides this space for the Head Start Centers of Learning in order to further its commitment to offering high quality child and family services to its neighborhood. The True Light Site is located on Covington Pike and Stage Road. This site serves zip codes 38128 and 38134; it supports Shelby County's growing Hispanic-Latino population. It serves 20 children. Approximately 50 percent of the enrollment is Hispanic-Latino.

3. Family Literacy Center

The University of Memphis Head Start Centers of Learning Family Literacy Center is also located at the True Light site in an adjacent room. Our purpose is to enhance children's literacy development by supporting low-income families to become more effective as their children's "first teachers." We provide services that will enable these families to develop literacy skills in order to become effective participants in the community, the workplace, their children's education and development. Services support and encourage their efforts to obtain economic/social self-sufficiency. Examples of activities and services are opportunities for family-child interaction, adult education, and parent education.

III. Professional Skills Development Program

A. The Theories behind the Practice

The Professional Development Program is based on Constructivist theory and Reflective Practice.

- 1. Constructivist theory** emphasizes that people learn new information by building upon knowledge that they already possess. To assess where the teaching personnel's stage of development is it is vital to know their education background and

knowledge as well as their teaching experience. During the training process it is important that the Trainer regularly assesses the knowledge their protégés have gained to make sure that their perceptions of the new knowledge are what the trainers had intended. In this program, the trainer's role is not only to observe and assess but to also engage promotion of reasoning. The trainer will be able to accomplish this by giving activities for completion, wondering aloud and posing open-ended questions to the protégés.

2. The purpose of **reflection** is to allow the possibility of learning through experience, whether that is the experience of a meeting, a discussion or an observation. Reflection is an active process of witnessing one's own experience in order to take a closer look at it, often to explore it in greater depth. The key to reflection is to develop the ability to explore and be curious about our own experience and actions. Reflection opens up the possibilities of purposeful learning—derived not from books or experts, but from our work and our lives.
 - a. According to the “Putting the Pro in Protégé: A guide to mentoring in Head Start and Early Head Start”, the nature of mentoring relationships is ongoing, individualized, developmental, reciprocal and non-evaluative. In this program the trainer will function as a mentor.

B. Prerequisite preparation for 2009

Observations were completed on all Grantee teachers and teaching assistants in Aug-Oct 2008 and Delegate teachers and co-teachers in Nov-Dec 2008. Training issues have been identified for all teachers in both grantee and delegate sites. Follow up conferences with individual teachers have been conducted. As always, developing a trusting relationship with teachers, supervisors and education specialists has been a priority.

Areas of Skill Development are based upon the Head Start Child Outcomes Framework and the results from the Child and Teacher Interactions Classroom Observations at the Grantee and Delegate Head Start Centers. The areas of skill development are listed below.

1. **Examining Individual Beliefs on How Children Learn**
 - a. Teacher Dominion and Developmental Appropriateness
2. **Understanding Poverty**
 - a. Ruby Payne's Framework

3. Theories of Child Development

- a. John Dewey
- b. Maria Montessori
- c. Erik Erikson
- d. Jean Piaget
- e. Lev Vygotsky
- f. Howard Gardner

4. Social and Emotional Development

- a. Developing Critical Thinking
- b. Building Relationships
- c. Managing Challenging Behavior
- d. Identifying Children with Special Needs
- e. Examining Individual Beliefs How Children Learn
- f. Emotional Wellbeing of Teachers

5. Approaches to Learning

- a. Brain Development and Worksheets
- b. Developing Critical Thinking and Problem Solving Skills
- c. Understanding Open-Ended Questions
- d. Examining Individual Beliefs How Children Learn
- e. Home follow-up activities

6. Morning Meetings/Circle Time

- a. Developmentally Appropriate Practices
- b. Storytelling Techniques
- c. Curriculum Implementation
- d. Guided Learning- Listening and Speaking
- e. Project Approach
- f. Examining Individual Beliefs How Children Learn

7. Building Relationships

- a. Roles and Responsibilities of Classroom Staff
- b. Team Building
- c. Customer Relations
- d. Involving Parents in an Active Learning Setting

8. Literacy

- a. Early Learning Standards
- b. Developmentally Appropriate Practices
- c. Phonological Awareness
- d. Book Knowledge and Appreciation
- e. Print Awareness and Concepts
- f. Early Writing
- g. Alphabet Knowledge
- h. English Language Learners

- i. Examining Individual Beliefs How Children Learn
- j. Family Literacy

9. Mathematics

- a. Early Learning Standards
- b. Developmentally Appropriate Practices
- c. Numbers and Operations
- d. Geometry and Spatial Sense
- e. Patterns and Measurement
- f. Examining Individual Beliefs How Children Learn

10. Science

- a. Early Learning Standards
- b. Developmentally Appropriate Practices
- c. Scientific Skills and Methods
- d. Scientific Knowledge
- e. Examining Individual Beliefs How Children Learn

11. Creative Arts

- a. Music and Movement
- b. Art
- c. Dramatic Play
- d. Examining Individual Beliefs How Children Learn

12. Assessment

- a. Conducting and Documenting Observations
- b. Using Assessment Results to Guide Instruction

13. Environment

- a. Establishing Developmentally Appropriate Learning Centers
- b. Designing Learning Centers
- c. Management through Classroom Organization
- d. Transitions
- e. Examining Individual Beliefs How Children Learn

14. Physical Development

- a. Health and Safety

15. Leadership Training

- a. The Coaching Process
- b. Skills for Effective Mentoring
- c. Reflective Practice
- d. Adult Development and Adult Learning Styles
- e. The Process of Changing Practices

C. Ongoing efforts will be maintained to insure training needs are adequately being identified and met by:

- a. Working closely with the Shelby County Education and Compliance Manager in identifying, designing, and implementing appropriate skill development for teachers, education specialists, and center supervisors
- b. Consulting with Shelby County Early Childhood Education Manager
- c. Meeting with all delegate education coordinators to identify specific training needs
- d. Conducting individual discussions with Head Start directors and center supervisors
- e. Presentations at both pre-service and in-service training on the Professional Development Program.
- f. Recommending to education administration staff to review monitoring reports that identify training needs of all Head Start staff and teachers
- g. Recommending to directors to review teacher/teaching assistant performance evaluations

D. The Steps Taken for Individualized Skill Development

Once individuals are slated for a more intensive, individualized training process, they participate in the University of Memphis Individualized Skill Development Program (See Appendix A). Throughout this process the trainer will allow the Protégé the possibility of learning through experience by discussing issues in relation to past and present experiences. Goals and areas of improvement will be discussed and set. Change or modification of practices will be considered, always in a non-threatening and caring environment. These steps can be modified to meet the needs of both the individual and the Head Start Program.

1. First Phase

a. Before the observation

It is important to collect as much information as possible about the protégé before the first visit. This information will be utilized as baseline data to be used toward the Protégé's and the Professional Development Program's evaluation. A Welcome Letter about the Professional Development Process will be emailed or faxed to specific Head Start Teacher.

The items below will provide adequate information about the Protégé:

- 1) The Preparing for the Planning Conference sheet
- 2) "What does your ideal Trainer look like?"
- 3) The Teacher's Observation form- completed by the Protégé.

The Protégé will decide whether or not to share it with the Trainer.

b. Phone Interview

A phone interview with the Teacher's supervisor and the Protégé will be conducted. Most of the interview questions will be open-ended and will be related to each individual teacher's interest or needed areas. For example, if a teacher needs support on classroom arrangements, a question to be asked is how the different learning centers are utilized by the children.

c. The first meeting

As soon as the information stated above is collected, the Teacher and the Protégé meet before the observation takes place. This meeting allows protégés to tell mentors what skills and practices to focus on and what observation method they prefer (in person, tape recorded or videotaped). This first meeting can help ease Protégé's tension, because he/she will know beforehand what to expect in the observation.

2. Second Phase (see Appendix A and B)

a. Observation

The Trainer observes the Protégé at his/her classroom on the needed area and completes the Teacher's Observation form. After the completion of the observation they meet together to discuss the observation and to comment on the "Staff Development Action Plan". This form will help them to establish strategies, future goals and activities.

b. Visit at the Head Start Centers of Learning

The Teacher visits one of the laboratory sites to observe. Upon arrival, the visitor's packet is submitted to him/her along with the Consent Form. At the end of the observation the Trainer and the Protégé meet to:

- 1) discuss the classroom observation
- 2) reach agreement on the Action Plan
- 3) determine the time needed for the completion of the referral

c. Beginning of Portfolio and supporting activities

The Trainer will provide him/her with a portfolio, a few articles or videos, handouts or web resources related to the area of the interest. An important part of the Portfolio will be the Protégé journaling thoughts or reflecting upon the actions and steps she/he will follow. The next meeting will take place at the Head Start Centers of Learning, where the Protégé will observe techniques or areas of interest/need.

3. Third Phase

The action steps are being implemented within the timelines provided through the Staff Development Action Plan form. Throughout this process the Trainers:

- a. Advise protégés as they learn new skills. They take into account the Protégé's stage of professional development.

- b. Provide emotional and personal support to protégés, making sure that confidentiality is a given within the relationship
- c. Help protégés solve problems by facilitating consideration of alternative solutions and leading them to self-reflection
- d. Introduce protégés to people they need to know and connect them to resources
- e. Protégés will serve as leaders in the community and role models, as they engage themselves in a process of self-reflection, problem solving and demonstrating that learning is a lifelong experience
- f. The Trainer and Protégé meet bi-monthly to discuss progress and communicate with one another through phone calls or emails. The Trainer may pose open ended questions and more specific ones to encourage reflective practice.

4. Fourth Phase

Trainer and Protégé review together the Action Plan and plan for future development growth. If more time is needed, then the plan is modified to meet the Protégé's individual needs or areas of interest.

5. Fifth Phase

Protégé's Assessment

- a. This is last phase of the plan. The Protégé is assessed again by the Trainer and by him/herself.
- b. Trainer's Evaluation
- c. An evaluation form is submitted to the Protégé to evaluate the Trainer.
- d. Program evaluation

E. Evaluation Process

In the evaluation process we consider how the Professional Development Program benefits the Protégé, the Education Specialists and Coordinators, the Center Supervisors and the Director, the children and their families. The Training program should be also evaluated through several observation tools, such as the ECERS, self-assessment or by questionnaires distributed to the Center supervisor, teachers and families.

Items that are utilized throughout the training process:

Individual Training Log: It is where the individual visits, observations are documented

Professional Training Log: It is where all contacts are documented

Portfolios: They are used to document a Protégé's professional growth and achievement. They are a collection of teaching related materials, such as teaching plans, drawings of room arrangements, observations.

IV. Assessment and Evaluation

Children are first assessed by the use of the Early Screening Inventory, which helps to identify children who might need further evaluation. Children's social and emotional development is screened by the staff using the Social Skill Improvement System (SSIS). The Work Sampling System is used for the child developmental assessment and provides teachers and families with critical developmental information to be used in instruction.

Families assess the program in the Spring of the year using a survey that is part of the National Association for Education of Young Children (NAEYC) accreditation process.

All staff are evaluated using the Human Resource materials of the U of M. The staff member completes a self-assessment and is assessed by his/her supervisor. The staff member and supervisor have a conference to discuss performance and to set future goals.

In addition, the Centers participate in the Head Start yearly assessment. The Centers are monitored by Shelby County Head Start staff.

Staff uses all assessment and evaluation materials to modify and improve the program.

V. Budget

A. Cost

1. Proposed schedule of fees for service:

- The services included in the schedule of fees are described within the proposal and budget.
- Model Head Start Sites and Program Delivery, comprised of the following:
 - Classroom slots for 20 children using the High Scope curriculum, Work Sampling assessment, Early Screening Inventory – Revised, the SSIS, and meeting all Head Start Performance Standards, conducted at the Barbara K. Lipman Center
 - Classroom slots for 20 children using the Creative Curriculum, Work Sampling assessment, Early Screening Inventory – Revised, SSIS, and meeting all Head Start Performance Standards, conducted at the True Light Baptist Church
 - Family Literacy Center located at the True Light site focuses on families and children. Adult learning needs are met by collaborating with Memphis City Schools. Parent education and parent/child activities are provided at the Family Literacy Center.
 - Speech, hearing, and language therapeutic services to eligible children (provided by Shelby County Head Start)

- Mental health services to eligible children (provided by Shelby County Head Start and the project)
 - Nutrition services to eligible children (medical examinations, immunizations, and dental services provided by Shelby County Head Start)
- Technical and technical skill assessment and instruction is provided for all Head Start teachers and administrators in Shelby County

Assumptions in proposal:

The training and flagship services costs are allocated in the attached budget. The University is self-insured and operates other children's programming at the Barbara K. Lipman School, the Child Development Center, and child tutoring programs. Note that services in this proposal do not include transporting children to and from the centers, except for field trips and socializations which Shelby County Head Start will provide.

B. Key Personnel

The organizational Chart (Appendix C) indicates key personnel for this project. All employees are hired using the University policies and procedures. The University of Memphis is an equal opportunity/affirmative action employer. All salaries and wages are indicated on the budget.

Dr. Deborah Moberly, Principal Investigator provides oversight of the entire project, fiscal operations, liaison with the Shelby County Head Start Executive Director and the University faculty and administrators

Additional Key Personnel:

1. Flagship and Education Project Coordinator facilitates all day-to-day responsibilities as well as reviews program curricula, and education resources for staff parents.

Responsibilities include:

- a. Overseeing all operations of True Light Baptist Church and Lipman and group experiences as well as research aspects.
- b. Assisting in clinical placements and teacher training experiences at model sites and laboratories.
- c. Focusing on quality services for children and families leading to NAEYC accreditation.
- d. Developing educational program curricula and the annual Head Start Education Plan in conjunction with teaching

- staff, parents and other center staff and in accordance with established policies and procedures.
- e. Developing policies and procedures for the program.
 - f. Developing service plans for the program.
 - g. Evaluating staff to ensure that Head Start performance standards are monitored and achieved.
 - h. Developing and administering programming, reporting and assessment system to assist Head Start Centers of Learning in meeting performance standards.
 - i. Conducting regular visits to The University of Memphis Head Start Centers of Learning classroom to observe activities, provide on-site consultation, determine training needs of educational personnel, and to inspect facilities for compliance with regulations, and accreditation through NAEYC.
 - j. Developing a plan for the purchase and continuous upgrade of materials and equipment according to program needs.

Knowledge of:

- 1. Developmentally appropriate principles and practices of early childhood education
- 2. Techniques of research and evaluation of teaching methods for children of preschool age
- 3. Rules, regulations and ordinances of Head Start and NAEYC (preferred)

Ability to:

- a. Communicate by phone and in person
- b. Make in-person visits to the university model classrooms and home visits, and observe or monitor staff for appropriate behaviors and safety standards compliance
- c. Comprehend early childhood education theory and extrapolate it into practice
- d. Produce written reports
- e. Drive, provide own transportation, insurance and hold a valid driver's license with an acceptable driving record
- f. Supervise staff and facilitate services

Qualifications: Master Degree Preferred

2. Training Project Coordinator plans and coordinates all technical and technical skill development, supplemental training for teaching and administrative personnel as well as support in developing curricula for the laboratory programs.

Responsibilities include:

- a. Supporting classroom observations coaching/mentoring, serving as advisor to teachers, teacher assistants and administrators development
- b. Assisting in reviewing educational curricula
- c. Developing and implementing a communication system that provides a means of transmitting information about new teaching methods, teaching techniques and other information relevant to preschool education
- d. Assisting with all research aspects

Knowledge of:

1. Developmentally appropriate principles and practices of early childhood education
2. Techniques of research and evaluation of teaching methods for children of preschool age
3. Rules, regulations and ordinances of Head Start and NAEYC (preferred)

Ability to:

- a. Communicate by phone and in person
- b. Make in-person visits to the university model classrooms and home visits, to observe or monitor staff for appropriate standards and behavior compliance
- c. Comprehend early childhood education theory and extrapolate it into practice
- d. Produce written documents
- e. Must be able to drive, provide own transportation, insurance and hold a valid drivers license with an acceptable driving record
- f. Supervise staff and facilitate services

Qualifications: Masters Degree Preferred

3. Project Training Associate responsible for Centers of Learning sites.

Responsibilities include:

- a. Providing curriculum framework to help with lesson plans
- b. Delivering trainings, coaching at Head Start Centers of Learning, and having a focus of accountability resulting from professional opportunities

- c. Observations/participation and follow up experiences
- d. Coordinating training opportunities
- e. Assisting Training Coordinator
- f. Field coaching

Ability to:

- a. Communicate by phone and in person
- b. Make in-person visits to the university model classroom and home visits
- c. Produce written documents
- d. Must be able to drive, provide own transportation, insurance and hold a valid driver's license with an acceptable driving record

Qualifications: Bachelors Degree preferred

4. Family Services Coordinator is liaison between the families of the children enrolled and the program.

Responsibilities Include:

- a. Recruiting and enrolling children from families who are eligible for Head Start services
- b. Verifying eligibility of those families
- c. Maintaining waitlist for programs
- d. Developing community partnerships and maintain a community resource database
- e. Coordinating efforts to make certain that Head Start families receive housing, medical care and basic necessities of living
- f. Planning and implementing a variety of information sessions for families such as parenting, job skills, health and nutrition, etc.
- g. Maintaining confidentiality at all times with and about families of the children enrolled in the program
- h. Collaborating with Flagship Coordinator in developing policies and procedures for content area
- i. Facilitating Parent Meeting and other parent-related events
- j. Establishing maintaining and recording weekly/monthly contracts with parents as well as follow-up families
- k. Encouraging male involvement in program
- l. Facilitating activities in the Family Literacy Center

Ability to:

- a. Communicate by phone and in person
- b. Make in-person visits to the university model classroom and home visits
- c. Produce written documents
- d. Must be able to drive, provide own transportation, insurance and hold a valid driver's license with an acceptable driving record

Qualifications: Three years of experience working with families in a social work capacity. A Bachelor's Degree in social work, guidance and counseling or education supervision with a Master's Degree preferred.

5. Disabilities, Mental Health, and Community Partnerships

Coordinator provides knowledge and expertise in working with younger children, families and teachers.

Responsibilities include:

- a. Assisting the Family Services Coordinator in recruiting children with disability for the program and maintaining waitlist
- b. Collaborating and developing community partnership and resources in the disability and mental health community
- c. Coordinating on-site and off-site screenings in the area of health, disability, and mental health
- d. Collaborating with the Flagship Coordinator to develop policies and procedures in content areas
- e. Performing screenings and follow-ups
- f. Monitoring children's files to ensure required and needed health, disability and mental health services
- g. Providing health, disability, a mental health consultation to classrooms
- h. Observing children and make appropriate recommendations and referrals
- i. Supporting families' needs and assist in connecting families to resources
- j. Developing and administering programming, reporting and assessment systems to assist Head Start centers in meeting performance standards
- k. Assisting in all children with disabilities issues and mental health areas

Knowledge of:

1. Developmentally appropriate principles and practices of early childhood education
2. Techniques of research and evaluation of teaching methods for children of preschool age
3. Rules, regulations and ordinances of Head Start (preferred)

Ability to:

- a. Communicate by phone and in person.
- b. Make in-person visits to the university model classrooms and home visits, and observe or monitor staff for appropriate behaviors and safety standards compliance
- c. Comprehend early childhood education theory and extrapolate it into practice
- d. Produce written documents
- e. Must be able to drive, provide own transportation, insurance and hold valid driver's license with an acceptable driving records

Qualifications: Three years of preschool teaching experience including curriculum development and program evaluation, and Bachelor's degree in early childhood education, child development, counseling, psychology, social work or related field. A Master's degree in a related field is preferred. Other combinations of experience and education that meet the minimum requirement may be substituted.

6. Teacher develops and facilitates classroom developmental and age appropriate activities for the children.

Organization Relationship: This position reports to the Flagship and Education Project Coordinator

Duties and Responsibilities:

- a. Assisting in the use of assessment information to design curriculum and instruction, effective guidance, room arrangement
- b. Ensuring the implementation of the Head Start Performance Standards and other governing rules
- c. Remaining up to date on current Early Childhood Education Research and developments
- d. Collaborating with Flagship Coordinator to develop policies and procedures in content areas

- e. Performing assigned screenings, assessments, and follow-ups
- f. Monitoring children's files to ensure required and needed health, disability and mental health services
- g. Providing and supporting an inclusive learning environment for children with disabilities
- h. Providing and supporting a developmental, age appropriate, and safe learning environment for children
- i. Observing children and making appropriate recommendations and referrals
- j. Developing and fostering a working relationship with parents
- k. Developing and administering programming, reporting and assessment systems to assist Head Start centers in meeting performance standards and governing rules
- l. Conducting the required number of home visits and parent/teacher conferences according to the scope of the program

Skills/Knowledge of:

- 1. Developmentally appropriate principles and practices of early childhood education
- 2. Techniques of research and evaluation of teaching methods for children of preschool age
- 3. Rules, regulations and ordinances of Head Start (preferred)

Ability to:

- a. Communicate by phone and in person and the ability
- b. Make in-person visits to the university model classrooms and home visits, and observe or monitor staff for appropriate behaviors and safety standards compliance
- c. Comprehend early childhood education theory and extrapolate in into practice
- d. Produce written documents
- e. Must be able to drive, provide own transportation, insurance and hold valid driver's license with an acceptable driving records

Qualifications: Three years of preschool teaching experience including curriculum development and program evaluation, and Bachelor's Degree in early childhood education, child development, counseling, psychology, social work, or related field. Other combinations of experience and education that meet the minimum requirements may be substituted.

7. Teacher Associate/Project Assistant develops and facilitates classroom developmental and age appropriate activities for the children.

Organization Relationship: This position reports to the Teacher and Flagship and Education Project Coordinator

Duties and Responsibilities:

- a. Assisting the teacher with, but not limited to, the following:
- b. Assisting in the use of assessment information to design curriculum and instruction, effective guidance, room arrangement.
- c. Ensuring the implementation of the Head Start Performance Standards and other governing rules
- d. Remaining up to date on current Early Childhood Education Research and developments
- e. Collaborating with Flagship Coordinator to develop policies and procedures in content areas
- f. Performing assigned screenings, assessments, and follow-ups
- g. Monitoring children's files to ensure required and needed health, disability and mental health services
- h. Providing and supporting an inclusive learning environment for children with disabilities
- i. Providing and supporting a developmental, age appropriate, and safe learning environment for children
- j. Observing children and making appropriate recommendations and referrals
- k. Developing and fostering a working relationship with parents
- l. Developing and administering programming, reporting and assessment systems to assist Head Start centers in meeting performance standards and governing rules
- m. Conducting the required number of home visits and parent/teacher conferences according to the scope of the program
- n. Performing such duties in the absence of the Teacher

Skills/Knowledge of:

1. Developmentally appropriate principles and practices of early childhood education
2. Techniques of research and evaluation of teaching methods for children of preschool age
3. Rules, regulations and ordinances of Head Start (preferred)

Ability to:

- a. Communicate by phone and in person.
- b. Make in-person visit to the university model classrooms and home visits, and observe or monitor staff for appropriate behaviors and safety standards compliance.
- c. Comprehend early childhood education theory and extrapolate in into practice
- d. Produce written documents in the English language and have access to being able to produce such documents in the Spanish language, preferred.
- e. Must be able to drive, provide own transportation, insurance and hold valid driver's license with an acceptable driving records.

Minimum Qualifications: Three years of preschool teaching experience including curriculum development and program evaluation, and Associate's Degree in early childhood education, child development, counseling, psychology, social work or related field. Other combinations of experience and education that meet the minimum requirement may be substituted.

APPENDICES

Professional Development Program- Outline

1 st Phase		2 nd Phase		3 rd Phase		4 th Phase		5 th Phase
Getting to know the Protégé		Observation stage Action plan is developed		Implementation of the Plan		Follow up and conclusion		Training Assessment
<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>	<u>Time Needed</u>
Preparing for the Planning Conference form	All these forms are collected before the first meeting	Protégé signs the Consent Form	1+ hours	The Action Steps are being implemented in the classroom	Varies on each Protégé (from a few hours to month(s))	Trainer and Protégé review the Action Step and conclude on Follow up activities if needed	If more activities are needed, then see 3 rd Phase	<u>Protégé's Assessment:</u> Protégé is assessed by Trainer and him/herself. The Teacher Observation form is used.*
What does your ideal Trainer look like? form	1+ hours	The trainer observes Protégé at the classroom, completes the Teacher Observation form* and meets with him/her after the observation.	3-4 Hours	Trainer and Protégé meet bi-monthly to discuss progress	Meet twice per month or communicate with emails and phone calls			<u>Evaluation of Training</u> is submitted to the Protégé for completion
Teacher Observation form completed by the referred person	App. half hour	The Protégé observes at HSCL and meets with Trainer after the observation**	Half to 1 Hour					
Phone Interview with the person who referred Protégé	App. half hour	Protégé's Action Plan is developed*						
Phone interview- The supervisor's perspective	App. half hour to 45 min.							
First Meeting at the Teacher's Center-Explain overview								

* This form will be shared with Center Directors

** The Teacher brings back documentation to her center to keep in file

Approximate time needed for each Protégé to spend away from the center: 5 Hours

Approximate time needed for each Protégé to spend with Trainer at SCHS site: 2.5-3 Hours

Protégé's Development Action Plan

Protégé's Name: _____ Protégé's Signature: _____ Center's Name: _____ Date: _____
Trainer's Name: _____ Trainer's Signature: _____

Identify and Describe How the New Behavior Should Look:

Activity	Time Needed	Completion Date	Resources Needed
			Please check appropriate box upon completion:
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
	Follow-up		Evaluation (How and When)

*To be shared with SCHS

Appendix C

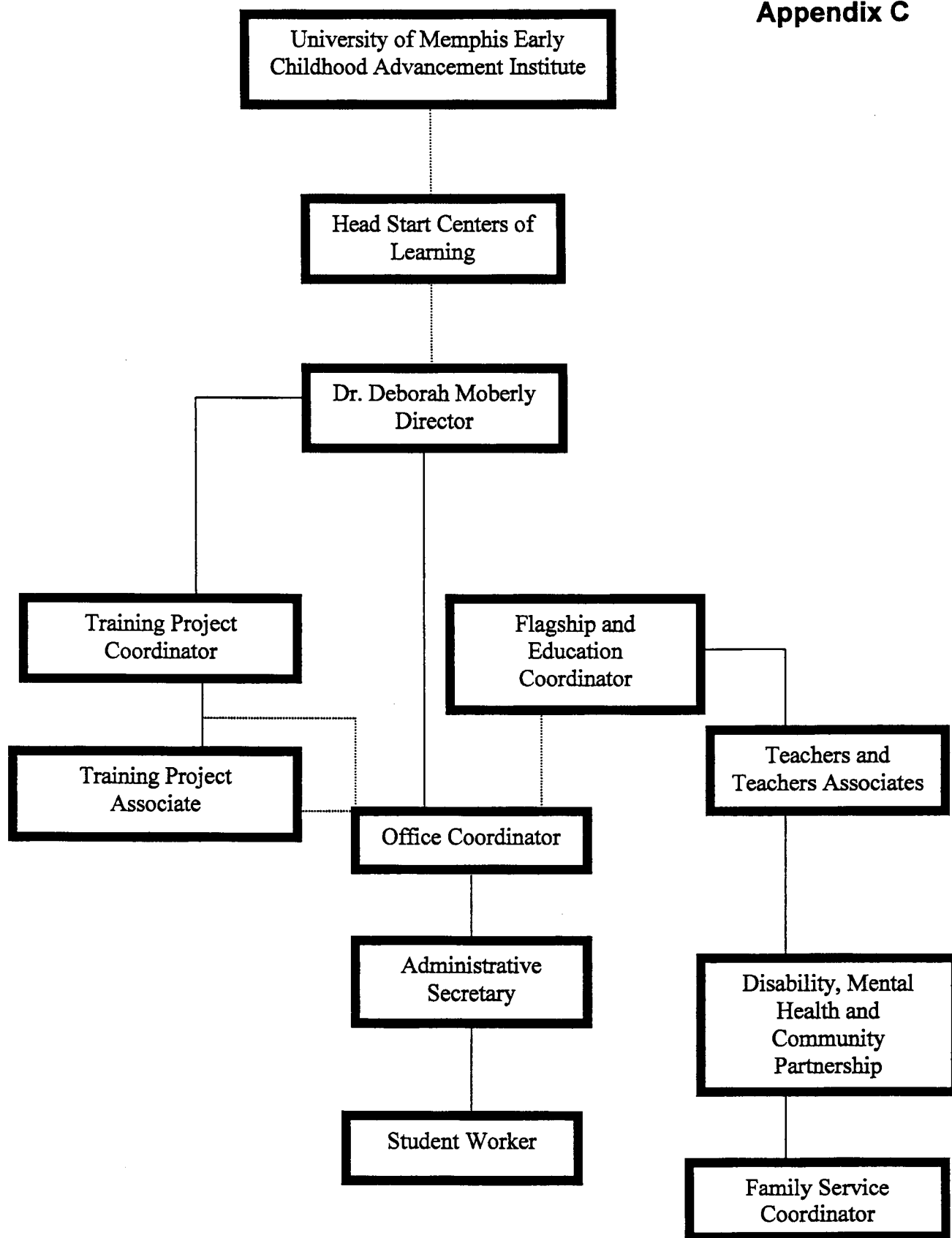


Exhibit B

BUDGET INFORMATION - Non-Construction Programs

SECTION A - BUDGET SUMMARY University of Memphis

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assist. Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.	93.600	\$	\$	\$631,382	\$	\$754,339
2.						
3.						
4.						
5. TOTALS				\$631,382	\$122,957	\$754,339

SECTION B - BUDGET CATEGORIES

6. OBJECT CLASS CATEGORIES	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	Operations	(2)	(3)	(4)	
a. Personnel	\$	\$392,880	\$	\$	\$	\$392,880
b. Fringe Benefits		\$123,422				\$123,422
c. Travel		\$6,500				\$6,500
d. Equipment		\$0				\$0
e. Supplies		\$39,133				\$39,133
f. Contractual		\$0				\$0
g. Construction		\$0				\$0
h. Other		\$30,325				\$30,325
i. Total Direct Charges (sum of 6a-6h)		\$592,260				\$592,260
j. Indirect Charges		\$39,122				\$39,122
k. TOTALS (sum of 6i and 6j)		\$631,382				\$631,382

7. PROGRAM INCOME

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